

1 ColliPark Music and ColliPark Records out of that
2 address at some points in time, right?

3 A. ColliPark Records was nothing but a 12 --
4 that -- that first 12-inch, by a group -- well, it
5 was a name, it really wasn't a group, PMHI, so it was
6 never like a business. ColliPark Records was -- was
7 never a business.

8 Q. Okay. So there were never any other
9 owners or officers of ColliPark Records --

10 A. No.

11 Q. -- other than yourself?

12 A. Huh-uh.

13 Q. And there was no difference between
14 ColliPark Music and ColliPark Records other than the
15 name, right?

16 MR. CAPLAN: Objection as to form.

17 Q. (By Mr. Braun) You can answer.

18 A. Repeat that. That sounds like a trick
19 question.

20 Q. There was -- there was -- well, let me ask
21 you this: Was there any difference between ColliPark
22 Music and ColliPark Records in the sense of how they
23 operated other than the name?

24 MR. CAPLAN: Objection as to form.

25 THE WITNESS: ColliPark Records wasn't --

1 wasn't a company, it was just a name that I used
2 for that 12-inch. When I started my company,
3 ColliPark Music was formed, and that's what that
4 was. It was more production and -- and -- and
5 -- it was more of a production company but, you
6 know, we used it as a -- as a record company
7 also.

8 Q. (By Mr. Braun) You used ColliPark Music
9 as a record company?

10 MR. WASHINGTON: I'm going to make an
11 objection. The relevancy to ColliPark Music as
12 it relates to the TVT issue has no bearing on
13 this case. His entities and what he does and
14 how he did it has no bearing on this particular
15 matter, to my understanding.

16 I don't know enough about the TVT issue
17 other than the fact that it has no bearing on
18 the ColliPark Music versus ColliPark Records.

19 MR. BRAUN: Okay, well, you're --

20 MR. WASHINGTON: So I'm going to have a
21 standing objection, and if we can have that on
22 the record to continue on.

23 MR. BRAUN: It's noted.

24 MR. WASHINGTON: Okay.

25 Q. (By Mr. Braun) Now, you say ColliPark

1 Music operated as a record company, though, right?

2 A. It was as a -- yes. Yes.

3 Q. And you used the same logo, in fact, for
4 ColliPark Records as you did for ColliPark Music
5 in --

6 A. No. One --

7 Q. -- certain instances, right?

8 A. No. No. The logo of ColliPark Records
9 always had "records" on it, ColliPark Music had
10 "music" on it.

11 Q. The same -- same logo picture, though?

12 A. The same picture but it's not the logo.
13 The difference was that ColliPark Records had
14 "records" on it, ColliPark Music had "music" on it.

15 Q. And now how did you separate ColliPark
16 Records and ColliPark Music, if --

17 A. Well, I --

18 Q. -- you did?

19 A. -- I officially started my company --

20 MR. CAPLAN: Object to the form of the
21 question. Go ahead.

22 Q. (By Mr. Braun) you can answer.

23 A. I -- I started my company with ColliPark
24 Music. I -- I got incorporated and officially
25 launched that company, ColliPark Music. ColliPark

1 Records didn't have any -- there was nothing to
2 ColliPark Records.

3 Q. But you were ColliPark Records, right?

4 MR. CAPLAN: Objection as to form.

5 Q. (By Mr. Braun) You were the only person
6 involved with ColliPark Records?

7 A. ColliPark Records was never a company.

8 Q. Okay. So it was a sole proprietorship?

9 A. Whatever you want to call it, however
10 you -- I -- I don't -- I wouldn't -- I wouldn't know
11 the terms to use for that.

12 Q. Did you have any partners --

13 A. No.

14 Q. -- with ColliPark Records?

15 A. No.

16 Q. So you were the only one involved --

17 A. Involved with it --

18 Q. -- with ColliPark Records?

19 A. -- I'll tell -- I'll give you that, yes.

20 Q. Okay. And you were the sole shareholder
21 and sole director and -- of --

22 A. Yeah.

23 Q. -- ColliPark Music, right?

24 A. Correct.

25 Q. Okay. And they both operated at some

1 point out of 135 Rockfort Court, right?

2 A. I lived at 135 Rockfort Court; ColliPark
3 Records was, as I stated, something that was just
4 used for that 12-inch. It wasn't a company that was
5 formed. It was never incorporated.

6 Q. But since you lived at 135 Rockfort Court,
7 you operated both ColliPark Music --

8 A. If that's --

9 Q. -- and ColliPark Records --

10 A. If that's --

11 Q. -- from that address, right?

12 A. -- if that's how you want to say it.
13 That's where I lived.

14 Q. And that's where you operated both those
15 businesses?

16 A. That's where I lived. That's where I
17 lived.

18 Q. Did you operate either one of those
19 businesses any -- at any other address --

20 A. If --

21 Q. -- during the time that you lived there?

22 A. -- if ColliPark Music was started while I
23 was at 135, it -- that was operated out of there.

24 Q. Okay. So --

25 A. I don't remember -- I don't remember the

1 time frame.

2 Q. Okay. Well, I've got correspondence
3 between you and John Abbey as ColliPark Music, and
4 it's from 135 Rockfort.

5 A. Okay.

6 Q. I'll show that to you later, but --

7 A. Okay. I'm give -- I'm giving you that.

8 Q. Okay.

9 MR. BRAUN: I need to mark this as an
10 exhibit. I don't know which exhibit we're up
11 to.

12 MR. CAPLAN: Why don't you make this
13 Crooms 1.

14 MR. BRAUN: If that -- do you think that's
15 the best way to do it?

16 MR. CAPLAN: It's been marked --

17 MR. BRAUN: That's fine.

18 MR. CAPLAN: -- it's been marked
19 previously --

20 MR. BRAUN: That's fine.

21 MR. CAPLAN: -- I think.

22 MR. BRAUN: Right.

23 MR. CAPLAN: If it's what I think it is.
24 Do you have an extra one for me?

25 MR. BRAUN: I don't know if it has or not.

1 Q. But if you don't remember, you can tell
2 me --

3 A. Yeah, I don't --

4 Q. -- you don't remember.

5 A. Yeah, I don't really remember.

6 Q. Okay. Okay.

7 The Ying Yang Twins -- well, let me ask
8 you this, the Ying Yang Twins did appear on records
9 that were distributed by Ichiban; isn't that correct?

10 A. One record, to my -- to my knowledge.

11 Q. And --

12 A. That I -- that I put out. I mean, that I
13 did, as DJ Smurf.

14 Q. Okay. Which one? Which --

15 A. That I can -- that I can recall.

16 Q. Which record?

17 A. "Dead Crunk."

18 Q. What about -- and -- and what -- I'm
19 sorry, strike that.

20 What singles or what tracks did they
21 appear on in that record?

22 A. "One On One," I think it was a record
23 called "One On One." "One On One."

24 Q. Right, I got that. Anything else?

25 A. On that record?

1 Q. Any other tracks?

2 A. (Witness shakes head negatively.)

3 MR. CAPLAN: I have it, if you want to
4 show the witness.

5 MR. BRAUN: Okay.

6 Q. (By Mr. Braun) And that album was
7 distributed by Ichiban; is that right?

8 A. Correct.

9 Q. And that's pursuant to the agreement that
10 we've just marked as Crooms Exhibit 1?

11 A. No. This -- this is -- that record wasn't
12 under this agreement. The only record I put out up
13 under this agreement was -- was the PMHI single.

14 Q. How was the "Dead Crunk" distributed then?

15 A. Do you have -- through Ichiban. But that
16 was under my artist name, DJ Smurf.

17 Q. I understand that it was created under the
18 artist agreement as you as DJ Smurf, but how did you
19 understand it was distributed, though --

20 A. Oh.

21 Q. -- under --

22 A. Distributed -- DJ Smurf, the artist, was
23 distributed through Ichiban.

24 Q. Pursuant to the agreement that we just --

25 A. This --

1 A. (Reviews document) It appears to be.

2 Q. Okay.

3 MR. BRAUN: Okay, we can take a break.

4 THE VIDEOGRAPHER: Off the record.

5 (Recess from 10:01 a.m. to 10:08 a.m.)

6 THE VIDEOGRAPHER: Back on the record.

7 Q. (By Mr. Braun) Mr. Crooms, like -- and I
8 think your attorney already explained this to you,
9 but I'll try to wait for you to finish your answer
10 before I start my next question.

11 A. Okay.

12 Q. And if you can wait for me to finish my
13 question before your next answer --

14 A. Okay.

15 Q. -- it makes it easier for --

16 A. Okay.

17 Q. -- the court reporter.

18 I'm looking at what's been marked in this
19 case as Plaintiff -- Plaintiff's Exhibit 12, which is
20 the "Dead Crunk" record that you just referenced,
21 right?

22 A. Correct.

23 Q. And on the back of the "Dead Crunk" record
24 is the ColliPark logo with ColliPark Records; is that
25 correct?

1 A. Correct.

2 Q. Why would that logo be on there if it
3 wasn't distributed pursuant to the distribution
4 agreement between Ichiban and ColliPark Records?

5 MR. CAPLAN: Objection as to form.

6 MR. WASHINGTON: And I'm going to continue
7 my standing objection, that this deposition
8 being taken is taken outside of the scope of the
9 -- the matter that's being currently litigated
10 for this particular issue, for this particular
11 matter, for this particular court. And I'm
12 going to continue to make that objection.

13 MR. BRAUN: Well, you made a continuing
14 objection earlier. Either you reiterate it or
15 you're going to have a continuing objection --

16 MR. WASHINGTON: That --

17 MR. BRAUN: -- whichever you want to do.

18 MR. WASHINGTON: In addition to that, I
19 want to -- I want to state that the -- the
20 transcript in this matter should not be allowed
21 to be used in the matter that's involving DM and
22 ColliPark that's currently being arbitrated.

23 MR. BRAUN: Your objection is noted. I
24 totally do not agree with that, I don't
25 stipulate to that. If you want to try to find a

1 court that will give you an order to that
2 effect, then that's fine.

3 And we understand your objection. So if
4 you could object --

5 MR. WASHINGTON: Okay.

6 MR. BRAUN: -- to the form from now on to
7 keep it moving along, I would appreciate it.
8 You've got your objection on the record and I
9 have recognized it.

10 Q. (By Mr. Braun) So going back to the "Dead
11 Crunk" record, my question was: Why would that logo,
12 the ColliPark logo with the words "ColliPark Records"
13 be on that album if it wasn't -- if it wasn't
14 distributed pursuant to the exclusive distribution
15 agreement between ColliPark and Ichiban which was
16 marked as Crooms Exhibit 1?

17 MR. CAPLAN: Object to the form of the
18 question.

19 THE WITNESS: Okay. Okay, can I answer
20 now?

21 Q. (By Mr. Braun) Yeah.

22 A. Okay. The 1997 --

23 MR. WASHINGTON: Right here, this one
24 (indicating).

25 THE WITNESS: Let me look at this real

1 quick.

2 MR. BRAUN: Yeah. Take your time.

3 MR. CAPLAN: Can I see the CD in the
4 interim?

5 THE WITNESS: Okay. All right.

6 As I recall, the artist contract for the
7 "Dead Crunk" LP was just that, it was an artist
8 contract, whereas Ichiban was the record
9 company. ColliPark was not a part of that deal,
10 it was just a logo on that -- on that -- that
11 album, whereas the distribution agreement of
12 1998 was between ColliPark Records where --
13 where I guess it -- it was as a company to -- to
14 make or manufacture or produce phonograph
15 records for Ichiban to distribute.

16 If I'm not being clear, what I'm saying
17 is --

18 MR. BRAUN: Can I see that?

19 THE WITNESS: -- the artist agreement was
20 for me just as an artist, it had nothing to do
21 with ColliPark. I don't see ColliPark nowhere
22 on my artist agreement, as it relates to that
23 record. They just put that logo on there.

24 Q. (By Mr. Braun) They put your -- this logo
25 on there --

1 A. Right.

2 Q. -- without your permission?

3 A. Right. No, I didn't say without my
4 permission. It was just a logo. But my company was
5 not a part of that record. This is the agreement
6 that pertains to that record, right here.

7 Q. And so the ColliPark logo is on here for
8 no particular reason?

9 A. Exactly. I -- I asked them to put it on
10 there, but there -- it was -- it was not a company.

11 Q. But under your distribution agreement --

12 A. That was the -- that was the year -- I'm
13 sorry, go ahead.

14 Q. Under your distribution agreement, and on
15 the second page, if you've got it there, Paragraph 2
16 talks about -- 2.A, B and C talk about Ichiban's sole
17 and exclusive right to advertise, promote, and sell
18 the recordings of the record company -- which the
19 party to this agreement is ColliPark Records -- and
20 the right to publicly perform or permit the
21 performance by others and also to use the likenesses
22 and the biographical material of all persons,
23 performances embodied in the manufacturer's
24 recordings.

25 And if you look at this recording, it

1 looks like a manufacturer's recording because it's a
2 ColliPark Records recording, right?

3 MR. CAPLAN: Object to the form of the
4 question; asked and answered.

5 THE WITNESS: Why are --

6 MR. BRAUN: That's not a proper --

7 MR. CAPLAN: And argumentative.

8 THE WITNESS: Why -- what I don't
9 understand -- you tell me -- you tell me, if I
10 did a contract, right, and a year earlier, in --
11 in '97, if I'm correct, for that record, the
12 contract right here clearly states DJ Smurf, it
13 says nothing about ColliPark on this contract,
14 as an artist for that record. This contract was
15 done a year -- this contract has nothing to do
16 with that album, so I don't understand what the
17 relevance -- why you keep comparing that album
18 to this contract.

19 Q. (By Mr. Braun) Because this is a
20 ColliPark Records album.

21 A. But -- but no, it's not. No, it's --

22 Q. Anybody that looks at this record --

23 A. It doesn't -- it doesn't matter. You're
24 looking at the contract --

25 MR. CAPLAN: Counsel, you're being

1 argumentative here.

2 Q. (By Mr. Braun) Let me ask -- let me
3 ask --

4 MR. BRAUN: You've made your --

5 MR. CAPLAN: Don't argue with the witness.

6 MR. BRAUN: You've made your objection.
7 You don't represent this witness.

8 Q. (By Mr. Braun) Now, if you're looking at
9 this as a consumer, you look at this, you understand
10 it to be a ColliPark Records release, right, wouldn't
11 you?

12 MR. CAPLAN: Objection.

13 Q. (By Mr. Braun) From a consumer --

14 MR. CAPLAN: Objection as to form.

15 Q. (By Mr. Braun) -- point of view?

16 MR. WASHINGTON: Already -- he's already
17 answered the question.

18 MR. BRAUN: That's not a proper objection.

19 MR. WASHINGTON: I object to --

20 Q. (By Mr. Braun) From the consumer's --

21 MR. WASHINGTON: -- the form of the
22 question.

23 MR. BRAUN: Okay, your objection is noted.

24 Q. (By Mr. Braun) Now, can you answer it?

25 A. If you're a consumer -- if you're a

1 consumer and you look at --

2 Q. Looking at this record.

3 A. If you looked at that, it appears to be
4 ColliPark -- Ichiban and ColliPark Records. However,
5 if you -- if you look at this contract, which is the
6 legal aspect of this record --

7 Q. Well, and the Court will do that.

8 A. Well -- well, this is what I'm saying
9 is --

10 MR. CAPLAN: Please don't interrupt the
11 witness when he's giving an answer.

12 THE WITNESS: What I'm saying is --

13 MR. BRAUN: You're not representing this
14 witness.

15 MR. CAPLAN: If he's in the middle of
16 giving an answer, you can't cut him off.

17 MR. BRAUN: Thank you, Mr. Caplan. Thank
18 you.

19 MR. CAPLAN: You're welcome.

20 MR. BRAUN: We've noted your objection.

21 MR. CAPLAN: Okay.

22 Q. (By Mr. Braun) Go ahead.

23 A. I'm sorry, you can -- you can continue.

24 Q. You can finish your answer.

25 A. I don't -- you can restate the question if

1 you want to.

2 Q. Okay. Well, I think I got my answer.

3 A. Okay.

4 Q. What were you going to say about the
5 contract? You said as a consumer you would assume
6 that it could be Ichiban/ColliPark Records, but the
7 contract, and then you -- I interrupted you.

8 A. I was -- I was only an -- it was just an
9 artist contract that was done for this album, that's
10 it.

11 Q. Was it done for any other albums?

12 A. Whatever the term for this album, as --
13 for DJ Smurf. Not ColliPark, just for DJ Smurf as an
14 artist.

15 Q. Anything created pursuant and under the
16 term as set forth in the agreement, right?

17 MR. CAPLAN: Objection as to form.

18 MR. WASHINGTON: Objection as to form of
19 the question.

20 Q. (By Mr. Braun) Well, you said "the term,"
21 I'm just trying to get you to explain.

22 A. Like if this -- I don't remember like the
23 term, if it said four albums for DJ Smurf, that's
24 what this contract is for, not ColliPark. DJ Smurf
25 as an artist, as a solo artist.

1 Q. Okay. Do you remember how many albums --

2 A. No.

3 Q. -- off the top of your head?

4 A. I -- I don't remember.

5 Q. But you only created that one album under
6 that contract, to your knowledge?

7 A. Yeah. And then we -- we -- Fortune,
8 another company came in, and bought out the next
9 album for -- understand for DJ Smurf.

10 Q. What company was that?

11 A. I think it was Fortune Entertainment.

12 Q. And do you remember the name of that
13 album?

14 A. "NonStop Booty Shake."

15 Q. And did that come out? Was that released?

16 A. Yes.

17 Q. And what company released that record?

18 A. Fortune --

19 Q. And who --

20 A. -- Entertainment.

21 Q. And who distributed that record?

22 A. I don't recall.

23 Q. I'm not going to pronounce this name
24 correctly, I'm sure, but who is Gobind Madan?

25 A. It's my accountant.

1 Q. Okay.

2 MR. CAPLAN: How do you spell that?

3 MR. BRAUN: G-o-b-i-n-d M-a-d-a-n.

4 Q. (By Mr. Braun) And he's still the
5 registered agent for ColliPark Booking?

6 A. Correct.

7 Q. And for what --

8 A. Accountant. I don't know -- when you say
9 "agent," what does that mean?

10 Q. Well, he's listed as the registered agent
11 with the Secretary of State. So he --

12 A. Okay.

13 Q. -- he probably filed your papers and
14 listed --

15 A. Okay.

16 Q. -- himself as the registered agent.

17 A. Okay.

18 Q. For what purpose was ColliPark Booking
19 formed?

20 A. Booking concerts.

21 Q. For what artists?

22 A. Any -- main --

23 MR. WASHINGTON: I object to the form of
24 the question.

25 THE WITNESS: Mainly artists that -- that

1 Q. Do you personally -- do you personally
2 have a manager?

3 A. No.

4 Q. How do you typically get your producing
5 jobs?

6 A. People find me.

7 Q. How would you define the term "remix"?

8 MR. WASHINGTON: I object to the form of
9 the question.

10 Q. (By Mr. Braun) How would you define what
11 a remix is?

12 A. In today's terms, it's -- it's hard.
13 Taking a -- a record and just doing something
14 different to it and putting it back out.

15 Q. I -- it's common --

16 A. Plain and simple.

17 Q. It's common in urban music, right?

18 A. Yes, it is.

19 Q. And it's becoming more common in other
20 genres, right? If --

21 A. I --

22 Q. -- you know?

23 A. I wouldn't know.

24 Q. Okay. And you've done remixed
25 productions, right?

1 A. Correct.

2 Q. And how many -- how many remixed
3 productions do you think you've been involved in in
4 your career, just roughly?

5 A. I -- about five. At least five.

6 Q. And have you ever been involved in
7 producing a remix in which the original artist didn't
8 participate in your remixing process?

9 A. Yes.

10 Q. What -- that's not uncommon, right?

11 A. Correct.

12 Q. Do you remember a specific project as you
13 sit here today?

14 A. Bubba Sparxxx, but I did the original
15 record though, also.

16 Q. And --

17 A. So he was involved in the original record.

18 Q. Right.

19 A. Which I produced, but I remixed it.

20 Q. But not in the remix?

21 A. Right.

22 Q. And did you remix that with the Ying Yang
23 Twins?

24 A. No.

25 Q. Okay. What did that appear on?